



pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 345, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo, and is authorized by §345.030, RSMo, to execute and enforce the provisions of Chapter 345, RSMo.
2. Licensee is licensed by the Board as a speech-language pathologist, license number 2002011243, which was first issued in May, 2002. Respondent's license is active, and was current and active at all times mentioned herein.
3. Respondent was delinquent for nine and three-quarters (9.75) hours of continuing education credit for the 2001-2002 reporting period.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Respondent not fulfilling her continuing education requirement is a violation of 4 CSR 150-4.052 (1) and (2), which states in pertinent part:
  - (1) Each licensee shall biennially complete and report at least thirty (30) hours of continuing education. A person holding licensure in both speech-language pathology and audiology shall biennially collect and report at least thirty (30) hours of

continuing education in speech-language pathology and at least thirty (30) hours in audiology. The board shall not issue a renewal of a licensee's certificate of registration unless the licensee documents completion of thirty (30) hours of continuing education in the immediately preceding reporting period.

(2) The period for completion of the continuing education requirements shall be the twenty-four (24)-month period beginning January 1 and ending December 31 of each reporting period. Continuing education hours cannot be carried over into the next reporting period. A licensee who had failed to obtain and report, in a timely fashion, the required thirty (30) hours of continuing education shall not engage in the practice of speech-language pathology and/or audiology unless an extension is obtained and approved pursuant to rule 4 CSR 150-4.054.

...

2. Cause exists to discipline Respondent's license pursuant to §345.065.2(11),

RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

...

(11) Issuance of a certificate of registration or authority, permit or license based upon a material mistake of fact;

...

3. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 345.065.2(11), RSMo 2000.

4. Cause exists for Board to take disciplinary action against Licensees' license under Section 345.065.2(11), RSMo 2000.

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. Licensee's license, No. 2002011243, issued to Licensee is hereby placed on PROBATION for a period of two (2) years ("the disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of speech-language pathology under Chapter 345, RSMo, provided she adheres to all of the terms of this Agreement.

### CONTINUING EDUCATION REQUIREMENTS

2. Within six (6) months of the effective date of this Agreement, Licensee shall provide the Board with written proof of attendance at and satisfactory completion of nine and three-quarters (9.75) hours of continuing education (CE) which meets the criteria of

rule 4 CSR 150-4.053. These hours shall be in addition to the number of mandatory CE hours required for Licensee to renew her license.

### GENERAL REQUIREMENTS

3. During the disciplinary period, Licensee shall comply with all provisions of Chapters 345, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

4. During the disciplinary period, Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

5. During the disciplinary period, Licensee shall timely renew her license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

6. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor her compliance with the terms and conditions of this disciplinary Agreement.

7. During the disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

8. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all facilities in Missouri where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

9. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

10. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 345, RSMo, by Licensee not specifically mentioned in this document.

B. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this

Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

D. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this



agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Marilyn Kay Burnell  
Marilyn Kay Burnell

4-13-04  
date

Tina Steinman  
Tina Steinman  
Executive Director

4/23/04  
date

JEREMIAH W. (JAY) NIXON  
Attorney General

William S. Vanderpool  
William S. Vanderpool  
Assistant Attorney General  
Missouri Bar No. 54185

Broadway State Office Building  
Post Office Box 899  
Jefferson City, MO 65102  
(573) 751-4087

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 23 DAY OF April, 2004.